

Central Services  
**Joan Araujo**, Director

Engineering Services  
**Christopher Cooper**, Director

Roads & Transportation  
**Christopher Kurgan**, Director

Water & Sanitation  
**Joseph Pope**, Director

Watershed Protection  
**Glenn Shephard**, Director

May 23, 2023

J&H Engineering General Contractors, Inc.  
4065 Mission Oaks Blvd. Suite B  
Camarillo, CA 93012

Attention: Amy McMullen

**Subject: Notice of Award and Transmittal of Contract Forms**  
**Spec No.: RD23-02; Project No.: 50631**  
**Project: Pavement Resurfacing - Guiberson Rd, Riverside Ave., Sespe St.**

On May 23, 2023, the County of Ventura awarded your firm the contract for construction of subject project. Transmitted herewith is one copy of the contract and related forms.

Please take the following steps promptly as the starting date for contract time is **June 20, 2023** regardless of whether the documents are returned or not. Even though the contract time starts, you may not enter upon the job site until you have returned the documents correctly and completely executed and have been issued a notice to proceed. The notice to proceed will be issued within seven days after receipt of the properly executed documents or the starting date of contract time will be adjusted.

**1. BONDING REQUIREMENTS:**

Bonds shall be on forms furnished by Agency. Make sure that you are using a bonding company that meets the requirements of Section 2-4 of the specifications which require that the surety be an admitted surety insurer in the State of California.

Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds for twice the amount of the contract shall be deemed to be approved unless specifically rejected by the Agency.

Bonds from all other sureties shall be accompanied by all the documents required by Code of Civil Procedure Section 995.660 which are:

- a. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- b. A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.
- c. A certificate from the County Clerk of Ventura County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- d. A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of



execution of the bond. The financial statement shall be made by an officer's certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer's certificate, be verified by the oath of the principal officer or manager residing within the United States.

- e. For the Performance and Payment Bond, have Attorney-In-Fact/Agent signature on the bond form acknowledged by a Notary Public. Be sure proper form is used.

## **2. INSURANCE REQUIREMENTS:**

- a. Fill out an ACORD Certificate of Insurance completely, as shown on Appendix A of the VCSS in the specifications, and as follows:

(1) Fill in as follows:

Named Insured: J&H Engineering General Contractors, Inc.  
Address: 4065 Mission Oaks Blvd., Suite B  
Camarillo, CA, 93012

Project: Pavement Resurfacing - Guiberson Rd.,  
Riverside Ave., Sespe St.

Specification No.: RD23-02

- (2) Fill in liability limits, policy numbers, to include policy effective and expire dates for each policy. The following coverage is required:

**WORKER'S COMPENSATION:** Statutory, and include a Waiver of Subrogation Endorsement.

### **COMMERCIAL GENERAL LIABILITY:**

"Occurrence" coverage in the minimum amount of:  
\$1,000,000 Combined Single Limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including but not limited to coverages for premises/operations; products/completed operations; independent contractors; underground, explosion and collapse hazards; personal injury; broad form property damage; contractual liability. Include an **Additional Insured Endorsement** for the County of Ventura in accordance with 7-4.5.5 of the specifications, and a **Waiver of Subrogation Endorsement**.

### **COMMERCIAL AUTOMOBILE LIABILITY:**

Coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including **any** automobiles. Include an **Additional Insured Endorsement** for the County of Ventura in accordance with 7-4.5.5 of the specifications.

- (1) At top left, fill in insurance agency's Company name, address of office.
- (2) At top right, fill in Insurance Company's name.
- (3) At bottom right, the form must be manually signed by an authorized agent. Facsimile signatures are acceptable temporarily until original is received in this office.

- b. Use a separate form for each agent.
- c. Make sure that the form is not altered thereby limiting coverage contrary to the specifications. Be sure that items typed on ACORD form shown in Appendix A are included if standard form is furnished by insurance agent.
- d. The additional insured endorsement shown on the certificate transmitted with this package shall be included to General Liability and Auto policies. A **"Waiver of Subrogation" endorsement** must be included to General Liability and Workers Compensation policies.
- e. Note that "claims made" forms of policies will not be accepted (policies must be **"occurrence"** form) unless specifically allowed by the specifications.
- f. Insurance required shall be issued by a company or companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Class VII or larger **or** a California approved Surplus Line carrier or carriers which have a BEST rating of A or higher and a Financial Size Category (FSC) of VII or larger.

**3. CONTRACTOR:**

- a. Obtain and check the items listed above.
- b. On the contract form, fill in the names of the persons who have the authority to bind the firm. At least one name (that of the person who signs the contract) must be entered. Be sure to include the name of the person who will sign for any Contract Change Orders.
- c. Sign the contract. If your firm is a Corporation and someone other than the President or Secretary signs any of the documents, submit a copy of your Corporate minutes which give that person the authority to sign.
- d. Sign the bond.
- e. Complete "Schedule of Operations for Construction" in accordance with Section 6-1 of the specifications.
- f. If any Lump Sum bid item is a major bid item (10% or more of the total contract price), provide a detailed schedule in accordance with Section 9-2 which correctly represents a reasonable apportionment of each lump sum amount.
- g. If a **building** permit, or other permit, is required for this job, return a copy of said permit to our office with the executed documents
- h. Prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) if more than one acre is affected, or a Prevention Control (SWPCP) Plan if less than one acre is affected. Templates are available on the Ventura County Public Work Agency website under the Businesses pull down menu item "Forms/Publications/Links". Click on the Contractor Forms & Instructions tab. <https://www.vcpbublicworks.org/esd/>

5/23/2023

Notice of Award

**RD23-02**

- i. Prepare and submit a Form B Recycling Plan if the project falls outside City limits, per section 7-15 to the Ventura County Public Works Agency's Integrated Waste Management Division (IWMD). If the project falls within the City limits the contractor should contact the City for their requirements. A copy of the approved Plan is required to be submitted to us prior to issuance of the Notice to Proceed. Contact IWMD at (805)658-4321. A copy of this form is available on the same webpage used for item h above.
- j. The General Contractor and Listed Subcontractors must attend a Pre-Construction Meeting prior to commencement of the work. Labor law requirements shall be discussed, and copies of forms will be furnished. Failure to attend this meeting may delay the Notice to Proceed from being issued.
- k. Please submit Contractor's Representative information in writing concurrently with the signed contract.
- l. Fill out and return enclosed W-9 Form - Request for Taxpayer ID

Return the documents listed below to:

**County of Ventura  
Public Works Agency  
Engineering Services, Contracts Section  
800 So. Victoria Avenue  
Ventura, CA 93009-1670**

- (1) The executed contract with bond and Power-of-Attorney
- (2) Certificates of insurance.
- (3) All other certificates and documents for signature required by law or the specifications.
- (4) Completed W-9 Request for Taxpayer Identification Number and Certification Form

A fully executed copy of the contract and related documents will be returned to you.

It is suggested that you furnish a copy of this letter to your insurance agent and bonding company.



Christopher E. Cooper  
Director – Engineering Services

## CONTRACT

PROJECT: Pavement Resurfacing - Guiberson Rd, Riverside Ave., Sespe St.

SPECIFICATION NO.: RD23-02; PROJECT NO.: 50631

The names and addresses of the parties to this contract, who shall be referred to as "Agency" and "Contractor" respectively, are as follows:

AGENCY: County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

CONTRACTOR: J&H Engineering General Contractors, Inc.  
4065 Mission Oaks Blvd., Suite B  
Camarillo, CA 93012

The Agency and the Contractor mutually agree on May 23, 2023 as follows:

### 1. CONTRACT DOCUMENTS

This contract consists of the Contract Documents as defined in sub-section 1-2 of the specifications, which include the following documents and represents the complete agreement between Agency and Contractor:

- (a) Notice Inviting Bids
- (b) Proposal form and Notice to Bidders
- (c) Plans and Specifications identified by Specification No.: RD23-02
- (d) Addenda, by number and date: N/A
- (e) Award of Contract: May 23, 2023
- (f) Performance and Payment Bond
- (g) Prevailing Wage Requirements
- (h) W-9 form

### 2. DESCRIPTION OF WORK

The Contractor shall perform and complete in strict conformity with this contract the work as described and shown in the contract documents, consisting generally of:

Pavement resurfacing using a 2-layer system of Asphalt Rubber Hot Mix (ARHM) over an Asphalt Rubber Aggregate Membrane (ARAM), public access and notice, mobilization, existing utility & roadway facilities, traffic control & construction signing, Senate Bill 1 (SB1) signs, water pollution control, removal and disposal of existing culvert, 18" reinforced concrete pipe, single pipe straight headwall, & retaining wall installation, class 2 rip rap apron, roadway preparation, cold milling & AC taper with key, AC base repair, AC miscellaneous paving, AC dike repair & seal coat, pavement delineation & striping, survey monument frame adjustment & appurtenant work.



### 3. CONTRACT PRICE

The contract price, which is the amount which Contractor shall accept as full payment for the work above agreed to be done, are the amounts determined in accordance with the contract documents for the prices stated for lump sum items completed plus the total number of each of the units of work completed at the unit prices stated. The prices named in the proposal form are as follows:

Item No.	Units	Approx. Quantity	Item Description	Payment Reference	Unit-Prices (In Figures)	Item Total (In Figures)
1	LS	1	Mobilization	9-3.4.2		133,000.00
2	LS	1	Traffic Control & Construction Signing	1003-7		191,250.00
3	EA	2	Senate Bill 1 (SB1)	1004-4	900.00	1,800.00
4	LS	1	Water Pollution Control	1005-3		5,000.00
5	LS	1	Removal of Existing Culvert	1007-2		20,000.00
6	LF	62	18" Reinforced Concrete Pipe (Class III)	1008-2	335.00	20,770.00
7	EA	2	Single Pipe Straight Headwall	1009-2	18,500.00	37,000.00
8	LF	16	Reinforced Concrete Retaining Wall (Type 7A)	1010-2	1,250.00	20,000.00
9	TN	30	Rip Rap Apron (Class 2)	1011-2	300.00	9,000.00
10	LF	9,172	AC Cold Milling (5' Wide)	1013-2	2.60	23,847.20
11	SF	1,800	AC Taper with Key	1014-2	6.10	10,980.00
12	TN	200	AC Base Repair	1015-5	251.00	50,200.00
13	SY	103,260	Asphalt Rubber Aggregate Membrane (ARAM)	1016-10	4.40	454,344.00
14	TN	10,200	Asphalt Rubber Hot Mix (ARHM)	1018-8	122.50	1,249,500.00
15	TN	20	AC Miscellaneous Paving	1019-3	300.00	6,000.00
16	LF	5,920	AC Dike Seal Coat	1020-4	.65	3,848.00
17	LF	235	AC Dike Repair	1021-4	48.00	11,280.00
18	LS	1	Pavement Delineation, Striping & Signing	1022-5		142,000.00
19	EA	45	Survey Monument Frame Adjustment	1023-4	350.00	15,750.00
20	MI	18	Shoulder Backing	1025-4	10,500.00	189,000.00
			<b>Total Amount Bid</b>			<b>2,594,569.20</b>

4. The time for the completion of the Work is **45 working days** from the contract starting date as provided in the contract documents and shown in the Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Contractor's Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Social Security No. or Taxpayer I.D. No. \_\_\_\_\_

Type of Contractor's organization \_\_\_\_\_  
(Corporation / Partnership / Individual)

List names of all persons who have authority to bind firm (List at least one name):

\_\_\_\_\_

IF OTHER THAN CORPORATION, EXECUTE HERE

Signature \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation \_\_\_\_\_

Name of Secretary of Corporation \_\_\_\_\_

Corporation is organized under the laws of State of \_\_\_\_\_

Signature \_\_\_\_\_

Title of Office \_\_\_\_\_

County of Ventura, Agency

By \_\_\_\_\_

Christopher E. Cooper

Deputy Director, Public Works Agency

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**CONTRACTOR'S CERTIFICATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

J&H Engineering General Contractors, Inc.

By \_\_\_\_\_

Title \_\_\_\_\_

Project Name: Pavement Resurfacing - Guiberson Rd, Riverside Ave., Sespe St.  
Specification No.: RD23-02



**SURETY BONDS  
PERFORMANCE BOND**

Whereas, the County of Ventura, hereinafter called "Agency", and J&H Engineering General Contractors, Inc., hereinafter called "principal", have entered into a contract dated 5/23/2023 whereby principal agrees to complete certain designated work identified as project Pavement Resurfacing - Guiberson Rd, Riverside Ave., Sespe St. (Spec. No. RD23-02), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and

Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of Two Million Five Hundred Ninety Four Thousand Five Hundred Sixty Nine Dollars and Twenty Cents (\$2,594,569.20) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

**PAYMENT BOND**

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of Two Million Five Hundred Ninety Four Thousand Five Hundred Sixty Nine Dollars and Twenty Cents (\$2,594,569.20) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

**GENERAL TERMS**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of any such change, extension, alteration or addition.

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on \_\_\_\_\_, 202\_\_

J&H Engineering General Contractors, Inc.  
Name of Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE  
CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) <b>County of Ventura Public Works Agency</b> <b>800 S. Victoria Avenue #1600</b> <b>Ventura, CA 93009</b>
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.